

Contract no. 1539

AGREEMENT

BETWEEN

THE BOROUGH OF HADDONFIELD

AND

TEAMSTERS LOCAL UNION NO. 676

EFFECTIVE DATES:

JANUARY 1, 1991

up to and including

December 31, 1993

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## PREAMBLE

This Agreement by and between the Borough of Haddonfield in the County of Camden, State of New Jersey, hereinafter referred to as the "Borough" and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences between the parties and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

- A. Pursuant to Public Employment Relations Commission, Docket No, RO-88-26, and the Certification of Representation issued by the New Jersey Public Employment Relations Commission, the Borough recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective negotiations to establish wages, hours, and other terms and condition of employment for all of its employees in the bargaining unit.
- B. The bargaining unit shall consist of all blue collar employees employed by the Borough.
- C. Excluded from the bargaining unit are managerial executives, confidential employees, craft employees, professional employees and supervisors within the meaning of the Act.

ARTICLE 2

MANAGEMENT RIGHTS

- A. The management of the Borough, including the direction of the working force and right to plan, direct, and control operation and use of all of its equipment and other property, is the exclusive right and duty of the Borough.
- B. The Union agrees that, except as modified by this Agreement, the Borough retains the exclusive right and authority to manage and control its business, including, but not limited to, types of equipment to be used or materials purchased or sold, whether or to what extent any services or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other employer, the right to hire and determine the number of employees in the Borough or a department, including the number assigned to any particular work to increase or decrease that number, to direct and assign their work, to establish new job classification, to determine when and where hours, to determine product quality and to require safety devices and equipment, to establish reasonable work rules, to discipline or discharge for just cause, to transfer, promote and to establish rules to maintain efficient operations.
- C. The listing of specific rights in this article is not intended to be nor shall be considered restrictive of or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Borough in the past. The Borough retains all rights not otherwise specifically covered by this Agreement.
- D. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 or any other national, state, county or local laws or Ordinances.

ARTICLE 3

CHECKOFF

- A. The Borough during the term of this Agreement, agrees to make deductions for the convenience of the Union and its members of regular monthly Union initiation fees, and assessment membership dues. The Borough will only make such deductions from the wages of each employee who voluntarily signs an "authorization card".
- B. Deductions for regular monthly membership dues and initiation fees will be made from the each pay period of each month, from the wages of each such employee receiving a pay check except that if any such employee does not receive a pay check for any period, but does receive a pay check on the dues deduction pay day of the succeeding period the provided that no more than two (2) months dues will be checked off on any one pay day. All deductions of Union membership dues and initiation fees shall be paid to the Local Union Treasurer, together with a list showing the names of the employees from whose pay deductions were made and the amount of each. The Union agrees to notify the Borough of the official amounts of regular Union membership dues to be deducted.
- C. The effective date of a termination of dues deduction to the majority representative shall be as of January 1 or July 1, next succeeding the date on which the notice of withdrawal is filed with the employer.
- D. The Union shall indemnify, defend and save the Borough harmless against any all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President or Secretary-treasurer of the Union, advising of such changed deduction. Such notification by the Union is to be in writing and signed by the Union President or Secretary/Treasurer. Should any change occur during the term of this Agreement, the Union shall notify the Borough in writing of such change.
- E. Any dispute which may arise as to whether an employee properly executed or revoked his "authorization for dues checkoff" shall be subject to the grievance procedure.

ARTICLE 4

PROBATIONARY PERIOD

- A. All newly hired employees shall serve a probationary period of six (6) calendar months. This six (6) month period shall be extended on a day for day basis due to any lost days by the employee. No extension shall take place for failure on the part of the Employer to provide work. During this probationary period the employee may be terminated for any reason. Neither the employee nor the Union shall have recourse in regard to said termination.
- B. The Borough will obligated to notify the employee no later than thirty (30) days prior to the expiration of the probationary period of its intent to retain the employee or to terminate the employee at the expiration of the probation period, subject to the employee's performance during the balance of the probationary period. Failure on the part of the Borough to so notify the employee shall immediately grant the employee permanent status.



ARTICLE 5

NO STRIKE AND LOCKOUTS

- A. It is mutually agreed that there shall be no authorized strikes, stoppage or slowdown or work by the Union or any of its members, nor shall there be any lockout by the Borough during the life of this Agreement provided the Employer follows the grievance procedure, for which provision is made herein.
- B. In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walkout or strike, the Union and its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.
- C. Employees who engage in unauthorized strikes may be subject to disciplinary action.

ARTICLE 6

DISCIPLINE AND DISCHARGE

- A. No employee may be dismissed or suspended without just cause. The parties hereto agree that causes for immediate dismissal without first informing the business agent of the Union shall be as follows:
  - 1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walkout or like action;
  - 2. Drunkenness established during working hours, or being under the influence of alcohol or drugs during working hours. No personnel shall consume alcoholic beverages during the entire work day, including lunch.
  - 3. Theft.
  - 4. Assault on Borough employees or Borough representatives;
  - 5. Refusal of a direct work order.
- B. Employees who commit a negligent or willful act or omission that caused property damage or bodily injury or was a danger to life and property may receive suspensions or discharge after informing the business agent.
- C1 Except in the case of disciplinary action taken for the causes set forth in paragraphs A and B above, no employee may be dismissed or suspended for his first offense but shall receive, for each different offense or part of a category of offenses, the following:
  - Step 1. Oral Notice.
  - Step 2. Written Notice
  - Step 3. One (1) day off without pay
  - Step 4. Additional suspension without pay up to and including discharge.
- C2 Offenses of a similar nature shall be considered as part of the same category of offense. Each offense within that category shall be treated as the same offense and subject the employee to increasing discipline per the above steps. Examples of categories to be used as a guidelines to judge what offenses fall within the same category are as follows:

- a. Lack of dependability (absenteeism, lateness, failure to call in, etc.)
  - b. Lack of responsibility (failure to wear required uniforms or wear or use safety items, to act in an unsafe manner, loss or damage of equipment, etc.)
  - c. Insubordination (showing disrespect to supervisors or residents or other people in language or action, etc.)
  - d. Untrustworthiness (not telling the truth, petty theft, using Borough property or allowing other to use Borough property, for private use, etc).
  - e. Incompetence (failure to do assigned job properly, failure to carry share of work load, etc.)
- C3 Offenses of any nature no matter what category shall be treated as the same offense and subject the employee to increasing discipline per the above steps when such offenses are a combination of repeated violations or courses of conduct indicating that the employee has little or no regard for his responsibilities and obligations to the Borough.
- C4 Violations of safety rules shall be treated more seriously due to the importance of these rules. The Borough has the right to begin discipline at Step 3 - Suspension for one (1) day, per paragraph C1 above.
- D. The Borough must make any charges against an employee within fifteen (15) calendar days after the event giving rise to the misconduct. The Borough shall be prohibited from issuing any discipline if the charges are not made before the expiration of the fifteen (15) calendar days. In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.
- E. No recording devices or verbatim record of any kind shall be used during any meeting unless both the Union and Borough agree to their use, in writing, prior to such meeting.
- F. Warning notices and suspensions shall not be considered in making disciplinary decisions upon the expiration of one (1) year following the date of the last notice issued, but shall remain in the employees file.

G. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide reinstatement with or without back pay. If the decision directs reinstatement with pay, the Employer shall not receive any credits for wages or compensation earned by the employee other than by Borough employment while he was out of the Employer's employ. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly.

H. Lateness by employees shall subject them to discipline as follows:

1. An employee is considered to be late if he personally has not punched his time on his card and is not present at this assigned station by the exact time his scheduled work shift is to begin.

2. Lateness shall be dealt with in the following manner:  
1-5 minutes late - marked as late but not docked any time.

06-15 minutes late - docked 30 minutes.

16-30 minutes late - docked 1 hour.

31-45 minutes late - docked 1 1/2 hours.

46-60 minutes late - docked 2 hours.

More than 60 minutes late - sent home for the day without pay.

3. It is the responsibility of each employee to call his Superintendent before the start of his shift when he may be late.

4. Habitual lateness shall subject the individual to further disciplinary action such as suspension and dismissal. A decision to levy this further disciplinary action will be based on the Superintendent's evaluation of the severity of lateness, causes of lateness, responsibility of individual in calling in advance, and similar factors.

5. Employees who are more than 5 minutes late may volunteer to offset their lateness by working extra time after regular work hours for a time period equal to the time they were late. Such work shall be at the discretion of the Supervisor.

and must be the same day as the lateness. Such voluntary work will certainly be a mitigating factor in any review of habitual lateness.

ARTICLE 7

BOROUGH RULES

- A. The Borough may establish reasonable work rules provided such rules are not in conflict with the terms and provisions of this Agreement. Said rules shall be posted.
- B. Any newly established rules in accordance with Paragraph A above shall be given to the Union and posted 14 days in advance.

ARTICLE 8

UNION BUSINESS

- A. Whenever any employee of the Borough who is a representative of the Union is mutually scheduled by the Union and the Borough Administrator or his designee to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation time.
- B. Authorized representatives of Teamsters Local Union No. 676 may enter the Borough's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions and ascertain that the agreement is being adhered to, provided they follow the following procedure: Upon arrival at the Borough's premises, the representative shall first announce his presence to the Borough Administrator or his designee and state the reason for his visit and identify the employee from the bargaining unit to whom he wishes to speak. If the visitation will then interfere with the operation of a phase of the Borough function, it may be delayed for a reasonable period of time until a more appropriate time. Any meeting with an employee shall be as brief as possible, following which the employee will return to his assigned duties and the representative shall leave the premises. The shop steward may be present for such meeting.
- C. The Union shall have the right to designate shop stewards and alternates from the seniority list. The shop steward's and alternate's authority shall be limited to and shall not exceed the following duties and activities:
  - 1. Investigate and confer on grievances and disciplinary actions in any working day for a reasonable period of time;
  - 2. The transmission of information regarding Union matters, and reasonable posting upon the bulletin board of Union related notices may be performed by the Stewards or his alternates during working hours;
  - 3. The Shop Stewards shall have no authority to authorize strike action, slowdowns or work stoppages, or any other action interrupting the Borough's business. The Borough, in recognizing the limitations upon the authority of Shop Stewards and their alternates, shall have the authority to impose proper discipline including discharge in the event the Shop Steward or

alternate authorized a strike action, a slowdown  
or work stoppage in violation of this Agreement.



ARTICLE 9

FULLY NEGOTIATED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either of both parties at the time they negotiated or signed this Agreement.
- C. This Agreement shall be the sole source for determining the nature and extent of any terms or conditions of employment and supersedes any past practices or precedents. Any term or condition of employment which does not appear herein shall be presumed to have been reserved exclusively for determination by the Borough in its discretion.

ARTICLE 10 SENIORITY

Section A All employees shall be classified in one of the following categories:

1. Permanent - An employee who has successfully completed the probationary period.
2. Probationary - An employee who has been employed less than the probationary period.
3. Seasonal - An employee hired for work for a specific calendar period, or for a short term due to increased work. Time worked by these employees shall not be counted when determining seniority and they shall not receive benefits.
4. Temporary - An employee hired for the sole purpose of replacing a regular employee who is unable to report to work. Time worked by temporary employees shall not be counted when determining seniority and they shall not receive benefits.

Section B 1. No seasonal or temporary employee shall be employed, where a permanent employee is on lay off except where the permanent employee has been offered the position that he is qualified for and has declined. Permanent employees who have accepted such work shall work on the same basis as provided for such seasonal and/or temporary positions, except that the employee shall retain his rate of pay as if he were a permanent employee. Failure to accept such offers of employment shall not constitute a termination of employment.

B2 The Borough shall not retain an employee in the seasonal and/or temporary status separately or combined, for a period in excess of 365 consecutive calendar days. When such employment exceeds 365 consecutive calendar days, the employee employed as a temporary or seasonal shall be immediately made a permanent employee.

Section C Seniority shall be defined as the accumulated length of service from the last date of hire. Any employee employed as of the effective date of this agreement who was granted service credit for a period of previous employment shall retain such credits for the purpose of determining their seniority position and any benefits which would have accrued to the employee as a result of such additional service.

An employee's length of service shall not be reduced by time lost due to layoff, authorized leave of absence or absence for bona fide illness or injury certified by a physician. The designated shop stewards shall have the top seniority for purposes of lay off and recall. If the shop steward resigns or fails to hold his position, his seniority position on the seniority list will revert immediately to the date which he would have had if he had not held the position of shop steward.

Section D

All seniority shall be lost and employment terminated if any of the following occur

- a. Discharge with cause as set forth in Article; 6
- b. Resignation;
- c. Failure to return immediately upon expiration of authorized leave;
- d. Absences for five (5) consecutive working days without leave or notice;
- e. Engaging in any other employment during a period of leave;
- f. Employees who have been on layoff status in excess of two (2) years;
- g. Failure of laid-off employee to report for work in accordance with Article Eight.

Seniority shall also be lost if employee leaves the bargaining unit for any reason but maintains employment with the Borough. However, in such an instance, if said employee returns to the bargaining unit, he shall regain his previously acquired seniority rights provided said employee returns to the bargaining unit within thirty (30) working days from the date of leaving the bargaining unit.

Section E1

In the event that the Borough determines that it is necessary to lay off employees, the employees with the least amount of seniority, in the classification to be laid off shall be laid off first. An employee who is to be laid off may bump into a lower grade unit position if it is occupied by a less senior employee, provided he has the skill, ability and physical qualifications to perform the work. The employee must give written notice to the Administrator or his designee of his intent to bump within 48 hours after notice of lay off has been received.

- Section E2 Any employee so bumped shall then have the same bumping rights.
- Section F Distribution of overtime opportunities will continue as a subject of negotiation. During the term of the Agreement the parties shall meet and formulate and test equitable methods to arrive at a reasonably formulated distribution program which shall then be implemented and placed into this Agreement.
- Section G. Seniority Rank and Posting  
Once each year, during the month of January, the Borough shall compile and submit to the Union in writing, and then post in a conspicuous place, or places, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list, in order of date of hiring and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within ten days after posting after which the list shall become binding.
- Section H Notification Of Recall and Layoff
- A. The Borough, when recalling laid-off employees during the consecutive two (2) year period following layoff shall recall on the basis of reverse seniority (i.e. last laid-off, first recalled) and shall send a telegram or registered letter to the employee's last known address (as indicated on the employee's personnel records) and the employee shall have three (3) days to respond to such recall notice. If the employee fails to report to work within a fourteen (14) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority.
  - B. The Borough agrees that it will notify all employees, the Union and the Shop Steward in writing of all employees affected by a lay off at least one (1) week in advance of such lay off or pay the employee(s) one (1) week's pay in lieu of such notice.

ARTICLE 11 POSTING OF VACANCIES

Section A Whenever the Borough wishes to fill any permanent work position in the Public Works Department, the Borough shall cause to be posted an announcement of the vacancy along with information on general duties, general qualifications, and pay ranges. This notice shall be posted at the Public Works Department. This requirement does not apply to promotions from "Basic" positions to "Advanced" positions in the same job. The notice shall not be removed by the Borough nor will an individual be chosen to fill the vacancy until at least eleven (11) full working days have passed from the time of initial posting. During that period, interested employees covered by this agreement may affix their names to the notice to indicate their interest in the posted job, or may submit a written application to the Administrator expressing their interest. This shall not apply to transfers from one position to another where both positions are in the same pay grade.

Section B Training  
The Borough will provide training or the opportunity to technically qualify for potential promotions, if requested by the employee. This training will be during the regular work day, where possible. However, the employee may request such training outside of work hours during which time the employee will not receive additional pay. No covered employee who is assigned to provide the training shall be required to do so without appropriate pay.

Section C Decision To Fill Vacancies  
The Borough reserves the right to make promotion decisions based on a combination of factors which includes, but is not limited to, level of technical skill or ability, history of dependability and responsibility, perception of willingness to do the job the best, ability to learn further on the job, and seniority. The Borough reserves the right to fill the vacancies from outside the department where the Borough deems that in the Borough's best interests.

Section D Initial Qualification Period

1. An employee who is promoted, demoted, or transferred to a new position that is posted under this section shall serve an initial qualification period to be mutually agreed to by the Supervisor and the employee which is not less than one (1) calendar week nor more than four (4) calendar weeks.
2. If, during this period the Borough feels that the employee cannot do the required work in the new

position, they shall then return the employee to his/her former position without penalty. The employee may grieve this action and the Borough shall be required to substantiate their decision.

3. During this period the employee may voluntarily give up the new position and shall be allowed to resume his/her former position without penalty.

ARTICLE 12 WORK SCHEDULES

The scheduled work week shall consist of five (5) consecutive days, Monday through Friday, from 7:00 a.m. to 3:30 p.m., with one half (1/2) hour for the meal break, except for those employees as provided below.

B1. Water Plant Operator

The Water Plant is a 24 hour per day, 7 day per week operation and involvee three (3) shifts per day as follows:

8:00 a.m. to 4:00 p.m.  
4:00 p.m. to 12:00 Midnight  
12:00 Midnight to 8:00 a.m.

B2. Chief Mechanic

His hours of work shall be either 2:30 p.m. to 10:30 p.m. without meal break or 7:00 a.m. to 3:30 p.m., or 2:30 p.m. to 11:00 p.m. if a half (1/2) hour meal period is taken. The shift schedule may be changed with no less than 24 hours notice to the employee.

B3. Borough Hall

Employee assigned to the Borough Hall shall work 8 hours per day between the hours of 7:30 a.m. and 4:30 p.m., with half (1/2) hour meal period, as assigned by the Borough.

C. Break Time

There shall be a daily break period between the shift starting time and the meal period of 15 minutes. The scheduling of the break and the location shall be determined by the Borough, in its discretion, from time-to-time. Reasonable notice shall be given prior to a location being changed and no location shall be arbitrarily or capriciously changed. Any changes by the Borough in the location of the break, in order to reduce lost work time and/or cost due to travel time to and from the break location, shall not be considered arbitrary and capricious.

D. Wash-up Time - Each employee shall be allowed ten (10) minutes prior to the end of each work shift, if needed, to wash-up.

E. Meal Period - The half (1/2) hour meal period shall not be taken later than after the fifth (5th)

hour of work, subject to being adjusted as the needs of the Borough require. Normally lunch will be taken from 12:00 noon to 12:30 p.m. by day work employees.

1. Employees who utilize time other than the meal period to obtain food for the meal period shall be deemed to have extended their meal periods without authorization and shall be subject to disciplinary action.



ARTICLE 13 OVERTIME

- A. Overtime is defined as any time worked beyond eight (8) hours per day, or forty (40) hours per week.
- B. Time and one half (1 1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:
  - 1. All work performed in excess of eight (8) hours in any day.
  - 2. All work performed in excess of forty (40) hours in any one week.
  - 3. (For continuous shift operations only) For holidays in addition to holiday pay.
- C. Double time the employee's regular rate of pay shall be paid for work under any of the following conditions:
  - 1. All work performed on Sunday, except when pre-scheduled.
  - 2. All work performed on holidays, in addition to holiday pay, except when pre-scheduled.
  - 3. (For continuous shift operations) For the second of two days off, provided overtime has not been pre-scheduled, or if called in on a holiday he is not pre-scheduled to work.
- D. For the purposes of this article, pre-scheduled overtime shall be defined as overtime scheduled prior to the end of the employee's last normal work shift.
- E. Time paid for (whether or not worked) will be considered as time worked for the purpose of computing overtime pay.
- F. Ordinarily, overtime will be paid on the first pay day following the pay period in which it was worked. In no event shall it be paid later than the second pay day following the pay period in which it was worked.
- G. The Borough may require any employee to work overtime as an extension of his regular work day when, in the Borough's judgment, such overtime is necessary.
- H. An employee who has been working continuously in excess of twelve (12) consecutive hours shall

receive a \$5.00 meal allowance to be paid no later than five (5) days after the date incurred, unless cash availability in the petty cash fund is not sufficient, as determined by the Borough. Then, payment will be as soon as practicable but no later than thirty (30) days.

- I. No employee will have his work day or work week changed solely for the purpose of avoiding overtime.

ARTICLE 14

CALL-IN PAY

- A. Employees are subject to being called to return to work at periods other than their regularly scheduled shifts and those so called shall be guaranteed three (3) hours pay at one and one half (1 1/2) times their regular hourly rates regardless of the number of hours worked.
- B. If the call-in period exceeds three (3) hours, the additional period to time shall be paid at one and one half (1 1/2) times the regular hourly rate.
- C. The provisions of this Article shall not apply to any circumstances where the time involved either runs into the beginning of the employee's regularly scheduled shift, or immediately follows the end of such shift.

# ARTICLE 15 SICK LEAVE

A. Sick leave shall be defined as an approved absence for non-work related illness or injury.

B. An employee shall be eligible for paid time off according to the following schedule:

Years of Service	Work Days at Full Rate	Work Days at Half Rate (after Full Rate Allowance is exhausted)
Under 6 months	None	None
6 Months - 1 year	5	5
1 year - 2 years	10	10
2 " - 3 "	15	15
3 " - 4 "	20	20
4 " - 5 "	25	25
5 " - 6 "	30	30
6 " - 7 "	35	35
7 " - 8 "	40	40
8 " - 9 "	45	45
9 " - 10 "	50	50
10 " - 11 "	55	55
11 " - 12 "	60	60
12 " - and over	65	65

The first and second day of any absence will be paid at HALF PAY.

The third day and any continued consecutive absence will be paid based on available days per the above schedule.

The half pay days referred to above shall be charged initially against the full pay schedule, reducing the availability of full pay days, until all full pay days are exhausted. Then, all days will be charged against half-pay days available until that allowance is exhausted.

1. The applicable sick leave allowance shall be established on the first day of the absence. It is based on the service the employee has completed on that day, as shown in the table above. Thereafter, all absences due to illness shall be charged against that established sick leave allowances until the employee qualifies for a new allowance.
2. A new sick leave allowance can be established in any one of the following ways, depending on which occurs first:
  - a. By completing 13 weeks of consecutive active employment as defined in paragraph 3 below, or,
  - b. By accumulating a total of 52 weeks of active employment not necessarily consecutive after full pay and half pay allowances have been exhausted.
  - c. By accumulating a total of 26 weeks of active employment not necessarily consecutive after full pay and half pay allowances have been exhausted.

After an employee has qualified for a new sick leave allowance, it is again based on the years of service that he has completed on the first day of his next absence.

3. An employee is in active consecutive employment, except when he is:
  - a. Absent without pay, or
  - b. Absent because of work disability or non-work disability -- either with or without pay.

However, if an employee is absent because of work disability or a properly approved absence without pay other than for non-work disability he does not lose the continuous active employment built up prior to the absence. For example, if he had 10 weeks of continuous active employment, and then took an approved leave of absence without pay for two weeks, he would not lose the 10 weeks' credit already built up. Upon his return and completion of three more weeks of active employment he would qualify for a new allowance under method #1 outlined above. Absences of less than one day are not considered absences in this case.

4. Payments - An employee is paid his regular salary (subject to the 1/2 pay provision for the first two consecutive days of any absence) until he has used up all his full pay allowance. For any subsequent absence he is paid at half rate until his half pay allowance is exhausted or he has qualified for a new allowance.

- C. After an employee becomes eligible for paid sick leave, all days are immediately available for appropriate use. However, if he resigns or his employment is otherwise terminated and he has been paid for more sick leave time than he would have accrued on a pro rate basis, then the excess days or portions thereof shall be deducted from his final pay.
- D. A doctor's certificate may be required for each sick leave day taken. In addition, in order to receive pay for sick leave, the employee must submit a doctor's certificate whenever he is absent for three (3) or more consecutive work days.
- E. If an employee leaves work before his shift is over because of non-work related illness or injury, his sick leave allowance shall be charged on an hour for hour basis.
- F. Holiday During Sick Leave

To be eligible for Holiday pay, an employee must work or be on an approved leave the last working day prior to the Holiday and the first working day after the holiday.

ARTICLE 16

PERSONAL LEAVE

Section A

Personal Business Leave

1. Subject to the following limitations, each employee may apply for a maximum of four (4) days off with pay in each calendar year for the purpose of conducting personal business which cannot be conducted outside working hours:
  - a. Employees with less than 1 year of service may not apply for personal business leave.
  - b. No more than two (2) days in a row may be charged as a personal business leave.
2. All applications for personal business leave must be made in writing and submitted to the Superintendent at least seven (7) days in advance of the requested date. Both the Superintendent and the Borough Administrator shall review the application, with final determination being made by the Borough Administrator within (3) working days. In the event of an emergency, the seven (7) day period may be waived by the Administrator. Employees should be aware that without suitable and proper notice, time off cannot be approved. Time off taken without approval may be cause for disciplinary action.
3. In determining whether or not personal business leave should be granted, the Administrator's interpretation shall be limited in scope and be guided by the following examples: moving, settlement on a house, legal problems, problems at school with children. It is understood that on all occasions the employee shall make every effort to schedule personal business after work or on days off.
4. Time off for personal business shall be taken only as long as necessary to take care of the problem and the employee shall return to work on the same day whenever possible. He will be charged for only the number of hours used.
5. No personal business days with pay will be granted for time off related to asserting a claim against the Borough.

Section B

Personal Leave Of Absence Without Pay

Upon the written request of an employee, leave of absence without pay and without accrual of payment of fringe benefits shall, at the Borough's discretion, be granted to an employee who has established valid

justification for such leave. The Borough will endeavor to grant such leave of absence in a consistent manner. Leave of absence shall be for a maximum period of fifteen (15) days but may be extended for like periods. Employees returning from such leaves of absence will be restored to their classification held prior to their leave and at such pay rate as if there was no absence. The employee shall suffer no loss of seniority or other employee rights or benefits as a result of such leave.



ARTICLE 17

HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	One half day Christmas Eve
Good Friday	Christmas Day
Memorial Day	One half day New Year's Eve
July 4th	The Employee's Birthday
Labor Day	Two (2) floating holidays
Columbus Day	

- B. To be eligible for holiday pay, the employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday or be on an approved leave.
- C. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated the following Monday. Weeks in which a holiday falls within an employee's vacation period the time off in that day shall be counted as a holiday and the employee may take the vacation day either immediately before or after his vacation period or at another time as approved under the vacation Article 18.
- D. Only those employees who have been employed at least one (1) year are entitled to the floating holidays and the employee's birthday.
- E. Any employee eligible for two (2) Floating Holidays may, at his sole option, choose to convert them into an additional paid day (8 hours) to be paid at straight time for each holiday. The choice must be made in writing to the Borough by the last day in October in each year. Payment for these days shall be added to the payroll check issued the first payroll in December.
- F. Requests for time off for the Floating Holiday, Birthday Holiday, must be made in writing to the Borough. The Borough will respond to these requests within five (5) calendar days.
- G. Employees who are assigned to a job involving continuous shift operations will receive pay for the first six (6) full holidays of the year and may request six (6) alternate days off at any time during the year when approved in the same manner as the floating holidays.

On weeks where the last six (6) holidays fall, if an employee works on the holidays he will only receive time and one half for the time worked. His normal forty hour work week will be reduced by the hours of the holiday.

ARTICLE 19

VACATIONS

- A. Employees shall receive vacation with pay in accordance with the following schedule:

Day of hire through the first 6 months	-	0 days
Beginning after the first 6 months through the first year	-	5 days
Beginning the second year	-	
Beginning the seventh year	-	10 days
Beginning the eighth year through the thirteenth year	-	15 days
Beginning the 14th year and thereafter	-	20 days

- B. The requests of employees shall be taken into consideration in scheduling vacation time. However, final determination shall depend upon the needs of the Borough and shall rest exclusively with the Borough.

Requests for vacation must be submitted, on forms provided by the Employer, by February 28, for that year's vacation. The Employer will grant approvals no later than March 15, with such approvals being based upon seniority. Vacation requests received after March 15 or prior for the period January 1, through March 15, shall be granted on a first-come first-served basis, with seniority being used only to resolve requests made on the same day. The Employer will respond to these later requests within seven (7) calendar days.

- C. Upon termination of employment, an employee shall be paid his pro-rata vacation time provided his termination was not for discharge for just cause.
- D. Vacation time shall be taken in the year in which it is earned unless carry-over is requested in writing and authorized by the Borough Administrator.
- E. Vacation pay shall be provided to the employee on the last pay day prior to the commencement of his vacation provided a written request therefor is made at least ten (10) days in advance of said pay day.
- F. Any employee who is eligible for four (4) weeks paid

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vacation in a particular year may, at his sole option, choose to convert one (1) week's vacation into (1) week's (forty hours) pay at straight time. The choice must be made in writing to the Borough by May 15 of the year in which he is eligible to take the four (4) week's vacation. Payment for this week shall be made with the first payroll in June.

- G. An employee may elect to utilize one (1) week of vacation time in units of one (1) or more days. Selection of vacation in this manner shall be on a first come, first serve basis and shall be allowed only for periods after selection of full weeks vacation have been made as provided for in Section B, and where less than one (1) week's vacation would not deprive another employee of a full weeks vacation. Approval shall not unreasonably be denied.

ARTICLE 19

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of regular pay for up to four (4) working days, which shall include the day of the funeral. Bereavement days are not required to be taken consecutively provided the employee makes arrangements with the Superintendent prior to taking said day. Failure to make arrangements may result in loss of pay.
- B. The term "immediate family" shall include mother, father, parental guardians, brother, sister, spouse, children or foster children of employees, grandmother, grandfather, mother-in-law and father-in-law.
- C. In the event of the death of a brother-in-law or sister-in-law, the employee shall be granted time off without loss of regular pay for one (1) working day for the purpose of attending the funeral.

ARTICLE 20

WORKERS COMPENSATION

A. When an employee becomes eligible for benefits under the New Jersey Workers' Compensation Act, the Borough shall be obligated to pay the employee as follows:

1. The Borough shall "advance" workers compensation payments to the employee so that if an employee claims a work related injury or illness, the Borough will pay the employee at the workers compensation rate while absent and charge the time off to sick leave, personal business leave, vacation and/or floating holidays, in that order. After the temporary total disability workers compensation payments begin from the insurance claims provider, the employee's charged time will be reinstated when the workers compensation check for that period is signed over to or is received payable to the Borough.
2. If the temporary disability is for seven (7) calendar days or less, the Borough will pay the employee the amount payable in accordance with the N.J. Workers Compensation Act for periods beyond seven (7) calendar days (currently 70% of normal wages) plus one-half (1/2) of the difference between that amount stated above pursuant to the Workers Compensation Act for each temporary disability and the employee's regular daily or weekly salary. The amount representing the one-half (1/2) difference described above shall be paid to the employee in a lump sum on the fourth pay date after the employee returns to work.
3. If the temporary disability is for more than seven (7) calendar days and the employee becomes eligible for benefits under the N.J. Workers Compensation Act, the Borough will pay the employee one-half (1/2) of the difference between the amount received for such temporary disability and his regular daily or weekly salary. The amount representing the one-half (1/2) difference described above shall be paid to the employee in a lump sum on the fourth pay date after the employee returns to work.
4. The employee must have been continuously employed for at least (6) months prior to the date of the accident in order to be eligible for the differential pay.
5. The period during which the differential pay will be received shall not exceed the 12 month period following the date of the accident.
- B. Period of Temporary Disability shall be defined as the work time lost due to work related accident or illness

beginning with the date of the initial incident and including time lost due to reoccurrences of the same injury, whether or not due to a new incident, when the re-occurrence is less than six (6) months after returning to work from any period of temporary disability. The differential payment status shall be based on the length of service on the date of the initial incident.

- C. The employee shall be required to reimburse the Borough, via signing over to the Borough any checks issued by the Worker's Compensation carrier for monies received from Worker's Compensation for weekly loss of wages/benefits when the Borough has made payments to the employee during periods of lost time due to work-related injury or illness per paragraph A. Failure on the part of the employee to so reimburse the Borough will allow the Borough to withhold any paymenets to the employee until such reimbursement is made.

ARTICLE 21      COURSE REIMBURSEMENT

- A.    An employee shall be reimbursed for the cost of a job related course, provided the Borough Administrator has given his written approval in advance of enrolling in the course.
  - 1.    Payment shall be limited to the cost of tuition and books and is conditional upon successful completion of the course (a grade of "C" or better).



ARTICLE 22

UNIFORMS

- A. Each employee shall be required to wear uniforms shirts, jackets and/or coveralls, which may be safety orange or dark green in color, and trousers which must be dark green in color. If a green top is worn, as the outer garment then the employee must also wear a safety orange vest when required by Borough rules or directed by a superintendent. Shoes shall be work shoes.
- B. The Borough shall provide a yearly clothing allowance as follows:  
Effective for 1992, for newly hired employees in their first calendar year.  
For clothing only - a maximum of \$200.00  
For work shoes only - a maximum of \$100.00  
Effective for 1992, for existing employees in the calendar year following their calendar year hired for clothing and/or work shoes a maximum of \$275.00 each July 1. Sanitation employees will be allowed an additional \$175.00 each January 1 as long as they are regular members of the sanitation crew at the time.
1. Employees must wear work shoes.
- C. Each employee shall be required to have work gloves and a pair shall be issued by the Borough at initial employment. If the gloves wear out or otherwise become uneuitable, as confirmed by the Superintendent, a new pair will be issued as a replacement as soon as reasonable. However, an employee who cannot account for his own cost or charge their replacement cost to any unused balance of his yearly clothing allowance.
1. If there is clear evidence that the gloves have been stolen from a location secured by the employee, which is on Borough property and was provided for storage of gloves, then the gloves shall be replaced as soon as reasonable, at Borough expense.
- D. Foul weather gear shall be issued to employees as necessary. Employees may utilize their uniform allowance for purchase of foul weather gear where the employee has a preference for another manufacture or quality of garment over that which will be supplied by the Borough. This shall consist of a raincoat with hood or rain hat and/or rain pants, and/or hip waders and/or rubber boots. The Borough will provide individual lockable storage for this equipment either on Borough premises or on Borough vehicles. Each employee is responsible for securing

his own assigned storage.

1. If this equipment is worn out or otherwise becomes unsuitable, as confirmed the Superintendent, new equipment as a replacement will be issued as soon as reasonable. However, an employee who cannot account for this equipment shall be required to replace them at this own cost or charge their replacement cost to any unused balance of his yearly clothing allowance.

2. If there is clear evidence that the equipment has been stolen from a location secured by the employee, which was provided for storage equipment, then the equipment shall be replaced as soon as reasonable at Borough expense.

E. Failure to wear required uniform, work shoes, gloves, foul weather gear and safety items could result in disciplinary action.

F. When an employee leaves the Borough organization for any reason, all uniform shirts, coats, jackets and coveralls with the Borough's name on it must be turned in and all gloves and foul weather gear must be accounted for. The Borough reserves the right to withhold any pay due until such accounting takes place and to deduct 25% of the current purchase price of any of the items not turned in or accounted for, from the final pay check.

G. Mechanics will be required to provide his own hand tools. The Borough shall replace any Mechanic's tool which may become unusable or unsafe due to work on Borough equipment or where there is clear evidence that the tools and equipment have been stolen from a location secured by the employee. The replacement shall be of equal size, type, and quality and of a manufacture selected by the employee.

2. The Borough will provide individual lockable storage for each mechanic's tools in Borough facilities.

ARTICLE 23. INSURANCE BENEFITS

- A. The Borough shall provide insurance coverage for the employee and his family through the New Jersey Health Benefits Plan or through an equal or better plan (which may be self insurance) after approval of the Union, such approval shall not be unreasonably denied. Alternative plan, i.e. HMO, selected by the employee with cost in excess of the base plan. Such additional costs shall be borne by the employee.

B. Dental

The Borough shall provide group dental coverage for the employee and his family for a maximum amount of \$47.00 per month. The employee shall bear the balance of the cost of coverage selected by him through payroll deductions. The plan shall be as provided by The Delta Dental Plan or through an equal or better plan (which may be self insurance) after approval by the Union, which approval shall not be unreasonably denied. The employer shall notify the Union thirty (30) days in advance of change in dental plans.

C. Prescription Card

The Borough shall provide an eight (\$8.00) dollar deductible prescription card for the employee and his family for a maximum amount of \$22.00 per month. The employee shall bear the balance of the cost of coverage selected by him through payroll deductions. The plan shall be as provided by the Bollinger Company or through an equal or better plan (which may be self insurance) after approval by the Union, which approval shall not be unreasonably denied. The employer shall notify the Union thirty (30) days in advance of change in prescription plans.

- D. Except as otherwise noted the Borough shall bear the full cost of the insurance benefits as outlined in this Article.

E. Pension

All employees shall be covered by the Public Employee Retirement System in accordance with the provision of the Plan.

F. Coverage after Retirement

The Borough will continue to provide medical insurance coverage to a member and his family at no cost to the

member provided that the member has served the Borough at least 25 years. This coverage and the rules concerning the eligibility shall be only as allowed under N.J.S.A 52: 14-17.38 or N.J.S.A. 40KA: 10-23 depending on which is applicable at the date of retirement.

ARTICLE 24      ANTI-DISCRIMINATION

Neither the Borough nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reason of Union membership or non-membership, discriminate again any person.

ARTICLE 25 SAFETY

Section A The Borough shall endeavor to provide safe working conditions for employees, and along with the employees to maintain safe conditions.

Section B1 To further the above goal the Borough and Union agree to establish a joint Safety Committee for the purpose of evaluating situations, actions, and conditions involving job related activities which present hazards to employees, residents or property of the Borough and making recommendations to the Borough Administrator on ways to deal with these conditions or situations

Section B2 The Safety Committee shall consist of two (2) members from Borough Public Works management personnel appointed by the Borough Administrator, and two (2) Union members appointed by the Union. Each party shall ensure that both their appointees do not work from the same location or in the same functional area. The Committee shall also include the Borough appointed Safety Officer to serve as the moderator and Secretary. The moderator shall schedule a meeting when requested by at least two (2) members of the committee but shall insure that there is at least one (1) meeting every calendar quarter. The meetings will be held during regularly scheduled work hours (if the date and time are approved by the Borough Administrator based on work load requirements of the committee members). Any time spent on Safety Committee meetings or activities that take place outside regularly scheduled hours shall not be considered work for the purpose of paying overtime. Concerns by employees about the safety of working conditions should be reviewed through the Safety Committee if not resolved with the employee's supervisor.

Section C1 The Borough will provide employees with any wearing apparel, tools, or devices that may be reasonable to ensure the safety of employees. Any such items provided by the Borough must be used by the employee when appropriate, required, or directed to by the Borough.

Section C2 Violations of safety rules shall result in disciplinary action as defined in this agreement.

Section D1 Reports of Defective Equipment  
An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the Borough and a copy shall be retained by the employee.

Section D2      Where an employee has reported in writing that equipment is unsafe to operate and has received no consideration from the Borough he shall report it to the Union which in turn shall discuss the matter with the Borough. If a driver and/or operator reports for work and his assigned equipment for that day is not ready or is mechanically unsafe, his time shall begin and continue for eight hours at the appropriate hourly rate of pay for that day at his regular classification of work. The Borough shall install where and when needed heaters, defrosters, and all safety equipment required by law on all equipment and shall maintain same in proper working conditions.

Section D3      No employee shall be required to pay for loss or damage unless it shall be proven that "willful intent" on the part of the employee to cause such loss or damage was the motivating factor.

No deduction shall be made from an employee's pay for any loss or damage to equipment, and no penalty shall be imposed upon the employee until the matter is first discussed by the Union and the Borough.

Section E      Safety Violations

A driver-employee shall be paid for all delay time resulting from an overload or certificate violation under applicable federal, state, or municipal law which occur through no fault of the driver. In addition, the Borough shall pay all costs and damages assessed against the employee as a result of such overload or certificate violation.

Section F      CONDITIONS OF WORK SAFETY

- F1.      It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Borough's intent to provide safe working conditions and equipment for the protection of its employees.
- F2.      However, in the event that a person covered under this Agreement feels that there is an imminent danger in operating a piece of Borough equipment or completing an assigned task, such employee may cease operating such equipment or completion of such assigned task, and will immediately report such action to his immediate supervisor or appropriate Division Head, who shall make the final determination which shall not be in violation of any federal, state or municipal law, as to continued operation of the equipment and completion of the

assigned task. A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion of assigned tasks after having been told to do so by the appropriate management personnel. It is not the intent of members of the Union to use this clause for purposes of slowdown, work stoppage or other such job action.

- F3. Employees must account for and maintain any Borough tools and equipment which is specifically assigned to them.

#### Section G REPORTING ACCIDENTS

Any employee involved in an accident shall immediately report said accident and any physical injuries or property damage sustained. When required by the Borough the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Borough time, on forms furnished by the Borough and shall turn in all available names and addresses of witnesses to the accident.

#### Section H SAFETY INCENTIVE PROGRAM

If any employee goes for one full year (365 consecutive calendar days) without losing any work time, without incurring any medical expense due to a work related injury, and is not involved in any work related accident where there is any personal injury or damage to Borough property or another's property, he or she shall be entitled to one (1) additional floating holiday, to be taken under the same procedures as outlined for regular floating holidays. In addition, said employee will receive a letter or certificate acknowledging his or her achievement, which will be part of his or her permanent record.



## ARTICLE 26 GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to any grievances which may arise during the term of this Agreement.
2. When any grievance arises, an earnest effort will be made to settle it in accordance with the procedure set forth below.
3. Nothing contained herein shall be construed as limiting the right of an aggrieved employee to discuss a grievance informally with his Shop Steward and an appropriate supervisory member of his or her department and having the grievance adjusted in Step 1. The Shop Steward shall be present at all discussions of a grievance.

### B. Definition

1. The term "grievance" as used herein is defined as any controversy arising over the interpretation, application or employment or the terms of this Agreement and may be raised by an individual or group of individuals, the Union or the Borough.

### C. Steps of Grievance Procedures

The following constitutes the sole and exclusive method of resolving grievances between the parties and shall be followed in its entirety, except that Borough initiated grievances will proceed as described in Section D, unless any step is waived by mutual consent.

#### STEP ONE

The aggrieved shall submit a grievance in writing, along with the Shop Steward to the immediate superior within seven (7) calendar days after the event giving rise to the grievance has occurred. The Superior shall schedule and meet with the aggrieved and Shop Steward within five (5) calendar days of the submission. The immediate Superior's answer shall be delivered to the aggrieved and the shop steward within three (3) calendar days of the meeting.

#### STEP TWO

If the grievance is not settled at the first step, then the grievance shall be referred to the Business Agent of the Union and a request for a meeting shall be made within five (5) calendar days after the expiration of Step 1. The meeting shall be scheduled between the Borough Administrator and the Business Agent of the Union at a mutually agreeable time within the ten (10) calendar day period following the expiration of Step 1, each meeting to include the aggrieved, the shop steward, and any personnel requested by the parties. The Borough Administrator's answer to the second step shall be delivered to the aggrieved and the Union within five (5) calendar days after the meeting.

#### STEP THREE

If the grievance is not settled at the second step the grievance shall proceed to Step three where a request for a meeting shall be made to the Borough Commissioner of Public Works within ten (10) calendar days after the expiration of Step 2. The meeting shall be scheduled between the Borough Commissioner of Public Works and the Business Agent of the Union at a mutually agreeable time, along with the Shop Steward, the aggrieved and any person who participated in any prior step may also attend, within the twenty-one (21) calendar day period following Step Two. The Borough Commissioner's answer shall be delivered to the aggrieved and the Union within fifteen (15) calendar days after the meeting.

#### STEP FOUR

- a. If the aggrieved is not satisfied with the disposition of the grievance by the Borough Commissioner, the grievance may be submitted to binding arbitration within thirty (30) days after the expiration of Step 3.
- b. A request for a list of arbitrators shall be made to the Public Employment Relations Commission by the moving party and both parties shall then be bound by the rules and procedure of P.E.R.C. in the selection of an arbitrator.
- c. The arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues submitted and consider no other(s)

- d. The arbitrator shall have no authority to add to detract from alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.
  - e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding upon the parties.
  - f. The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.
- D. Borough Grievances - Grievances initiated by the Borough shall be initiated by a signed statement by the Borough Administrator of the grievance filed directly with the Union within twenty one (21) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within twenty (21) calendar days after the filing of the grievance between the representatives of the Borough and the Union in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Borough may proceed as provided in Step 3 above.
- E. Failure of the Complainant or the Union, as the case may be, to initiate or move the grievance within the time limits provided shall be conclusively presumed to constitute an acceptance of the decision at the last step. Time limits may be extended only by mutual agreement in writing.

ARTICLE 27 WAGES AND LONGEVITY

Section A Employees shall be classified in the following categories

Grade 1

Utility Laborer

Custodian - Water Plant

Grade 2

Water Meter Reader/Borough Hall Maintenance

Sanitation Laborer

Grade 3

Foreman-Water Meter Reading/Borough Hall Maintenance

Basic Water Plant Operator/Mechanic Helper

Basic Driver/Laborer

Basic Driver/Laborer/Water Plant. Oper. - Mech. Helper

Grade 4

Sanitation Driver

Basic Shade Tree Specialist

Basic Sewer System Specialist

Basic Water System Specialist

Advanced Driver/Laborer

Basic Mechanic/Water Plant Operator

Advanced Water Plant Operator/Mechanic Helper

Grade 5

Maintenance Man-Building and Grounds

Advanced Mechanic/Water Plant Operator

Advanced Shade Tree Specialist

Advanced Sewer System Specialist

Grade 6

Crew Chief - Water

Chief Mechanic

Crew Chief - Trees

Crew Chief - Sewer System

Section B 1. Wage Schedule

The schedules of hourly rates for various grades and steps will be recalculated by increasing the rate of the prior year by the following percentages:

Effective 1/1/91 - 7%  
Effective 1/1/92 - 6%  
Effective 1/1/93 - 5.5%

EFFECTIVE 1/1/91

GRADE	1	2	3	4	5
1	9.11	9.35	9.59	9.83	10.07
2	9.42	9.67	9.92	10.17	10.43
3	9.77	10.04	10.31	10.58	10.83
4	10.17	10.46	10.75	11.04	11.33
5	10.57	10.87	11.17	11.47	11.77
6	11.05	11.37	11.69	12.01	12.32

EFFECTIVE 1/1/92

1	9.66	9.91	10.16	10.41	10.67
2	9.99	10.26	10.53	10.80	11.06
3	10.36	10.64	10.92	10.20	11.48
4	10.78	11.09	11.40	11.71	12.01
5	11.20	11.42	11.74	12.06	12.48
6	11.71	12.05	12.39	12.73	13.06

EFFECTIVE 1/1/93

1	10.19	10.43	10.73	11.00	11.26
2	10.54	10.88	11.22	11.56	11.88
3	10.93	11.23	11.53	11.83	12.13
4	11.37	11.70	12.03	12.36	12.67
5	11.82	12.16	12.50	12.84	13.17
6	12.35	12.71	13.07	13.43	13.78

2. The above wages, though effective on January 1, are not paid until after the salary ordinance is approved by the Board of Commissioners which follows adoption of the annual budget. The amount of retroactive pay due each member is paid in a lump sum at the time the pay increases are put into effect.

#### Section C

#### Pay Classifications Regulations

- A. The Borough Administrator shall annually review the salary of each salaried employee covered by this plan for the purpose of determining whether said employees shall be entitled to a step increase. The employee shall automatically advance to the next step unless the Borough Administrator delays the advancement based on unsatisfactory employee performance of record.
- B. New employees shall be paid the minimum step for his grade except that the Borough Administrator shall have discretion to determine whether said employee may be paid the higher step for his grade on the basis that said new employee has qualifications greater than the minimum qualifications for the classification. In the greater qualification situation, the employee may receive salary in a higher step. However, at no time shall a new employee be hired directly into an "Advanced" position.
- C. When an employee is promoted to a position in a higher classification, his salary shall be increased to the same step for the higher classification. When an employee is demoted to the approved range for the lower classification the rate of pay shall be determined by the Borough Administrator.
- D. Where positions have titles labeled with the words "Basic" or "Advanced", the Administrator shall have the discretion to promote an employee from "Basic" to "Advanced" with the same title based on reasonable criteria which shall be posted. An employee must work in a "Basic" position for at least one (1) year before being considered for a promotion to an "Advanced" position. These promotions shall be based on skill level and not dependent on vacancy. Posting of notices shall not be required. However, said promotion shall be automatic at the end of the one (1) year period if the employee had made written request, at least six (6) months prior to the one (1) year date for training necessary to qualify for the "Advanced"

position and the Borough has not provided the requested training or opportunity to qualify. Further, if the Administrator determines that the required skill level for an "Advanced" position is not being fulfilled by an employee, the employee may be demoted to the "Basic" position.

Section D Longevity

Employees shall be entitled to longevity pay for years of service with the Borough. The longevity pay shall be an hourly rate of pay, calculated in accordance with the following schedule and then added to the employee's base rate of pay, thereby creating a new hourly rate of pay for salary calculations.

Years of Service	Percentage Longevity Payment
5 years	1%
10 years	2.5%
15 years	5%
20 years	7.5%
25 years	10%

Section E. Effective Date of Changes

Starting in 1992, the Borough will make any pay changes earned, such as step increases, longevity increases, promotions (pay grade increases), effective at the start of the pay week in which the change would take place, no matter when in the pay week the change would take place normally.

ARTICLE 28

JURY DUTY

A regular full time employee only, who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Borough his daily job rate up to a maximum of eight (8) hours per day subject to the following conditions:

- a. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
- b. This section does not apply where an employee voluntarily seeks jury service;
- c. No reimbursement of wages will be made for jury service during holidays or vacations or the employee's regular day off.



ARTICLE 29

AUTHORIZED LEAVE FOR UNION BUSINESS

The Employer agrees to grant the necessary time off without discrimination or loss of seniority and without pay to any employee designated by the Union, in writing, to the Employer to attend a Labor Convention or Seminars a maximum of ten (10) working days per year. Notice for such leave shall be two (2) weeks prior. Limit to one (1) employee at any time.

ARTICLE 3

SANITARY CONDITIONS

The Borough shall maintain in good repair sanitary conditions for its employees, such as toilets and hot and cold running water. Separate facilities shall be available to both male and female employees.

ARTICLE 31

BULLETIN BOARD

The Borough shall provide bulletin board space and standard-type board for the posting of notices relating to Union meetings and business of the Union, etc.

ARTICLE 32

CREDIT UNION

Section A

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

Section B

Payroll Deductions

Payroll deductions or changes in the amount of payroll deduction shall become effective in the first payroll of the month following submission of the proper authorization form where a minimum submission to effective time period is equal to or greater than two (2) weeks. No more than four (4) changes in the payroll deduction per year will be allowed.

Section C

Hold Harmless

The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Borough.

## ARTICLE 33

## MILITARY LEAVE

### Section A

In the case of any person who is inducted, (volunteers for, or is called) into the Armed Forces of the United States under the Military Selective Service Act (or under any prior or subsequent corresponding law) for training and service and who leaves a position (other than a temporary or seasonal position) in the employ of the Borough in order to perform such training and service, and (1) receives a certificate described in section 9(a) of the Military Selective Service Act (relating to the satisfactory completion of military service), and (2) makes application for re-employment within ninety (90) days after such person is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one year.

### Section B

Such person shall-

1. If still qualified to perform the duties of such position, be restored by the Borough to such position or to a position of like seniority status and pay; or,
2. If not qualified to perform the duties of such position, by reason of disability sustained during such service, but qualified to perform the duties of any other position, in the employ of the Borough be offered employment and, if such person so requests, be employed by the Borough in such other position, the duties of which such person is qualified to perform as will provide such person like seniority, status and pay or the nearest approximation thereof consistent with the circumstances in such person's case unless the Borough's circumstances have so changed as to make it impossible or unreasonable to do so.

Nothing in this Article shall excuse noncompliance with any statute or ordinance of a State or political subdivision thereof establishing greater or additional rights or protections than the rights and protections established pursuant to this Article.

### Section C

Any person who is restored to or employed in a position in accordance with the provisions of this Article shall be considered as having been on furlough or leave of absence during such person's period of training and service in the Armed Forces, shall be so restored or re-employed without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the Borough pursuant to established rules and

practices relating to employees on furlough or leave of absence in effect with the employer at the time such person was inducted into such forces, and shall not be discharged from such position without caused within one year after such restoration or re-employment.

- Section C2 Any person who is restored to or employed in a position in accordance with the provisions of this Article should be so restored or re-employed in such manner as to give such person such status in the person's employment as the person would have enjoyed if such person had continued in such employment continuously from the time of such person's entering the Armed Forces until the time of such person's restoration to such employment, or re-employment.
- Section C Any person who holds a position described herein shall not be denied retention in employment because of any obligation as a member of a Reserve component of the Armed Forces.
- Section D The rights granted by subsection (a) and (b) of this Article to persons who left the employ of the Borough and were inducted into the Armed Forces shall not diminish any rights such persons may have pursuant to any statute or ordinance of the State of New Jersey or any subdivision establishing greater or additional rights or protections.
- Section E The Borough shall not be obligated to pay the employee while on military leave except where the weekly base wage provided by the Military is less than that which would have been provided by the Borough for the same period. In such situations the Borough's obligation shall only be to pay the difference between Military pay and Borough Pay.

ARTICLE 34

ON-CALL PAY

- A. Employees may be scheduled on a weekly basis to be "on-call" during their off-hour duty hours. Employees required to be on-call shall share such opportunities equally throughout the year.
- B. For the week when an employees is scheduled to be on-call he shall receive two (2) hours pay at time and one half (1 1/2) his regular rate of pay for such "on-call" time, in addition to any other compensation earned for that week in accordance with the other articles of this Agreement. The employee "on-call" may arrange for another qualified employee, approved by the Borough to handle the calls, but shall still be held responsible for the calls and will still receive the "on-call" pay.
- C. The employee will be required to respond to a call by making contact with the Borough within thirty (30) minutes of receipt of the "call", i.e. phone message or "beeper signal" and then respond to handle the situation as needed. In the case where the on-call employee fails to so respond, his "on-call" pay shall be reduced by one (1) hour at time and one half for each failure up to a maximum of two failures in any week.

Repeated failures to respond will result in disciplinary action.

ARTICLE 35


TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1991, and shall be in effect up to and including December 31, 1993. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than one hundred twenty (120) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Haddonfield, New Jersey, on this day of January 28, 1992, 1992.

TEAMSTERS LOCAL UNION NO. 676

BOROUGH OF HADDONFIELD

 1/28/92

VINCENT L. BUONDUNNO, PRESIDENT  
AND EXECUTIVE OFFICER



JOHN J. TARDITI, JR.  
MAYOR